



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re the Application of: **Shellenberger**

Application No: **10/663,187**

Group Art Unit: **1617**

Filing Date: **September 15, 2003**

Examiner: **Hui**

Title: **Method of Treating Tremors**

Commissioner of Patents
PO Box 1450
Alexandria, VA 22313-1450

**Revocation of Power of Attorney with New Power of Attorney,
Change of Correspondence Address, and
Statement under 37 CFR § 3.73(b)**

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint Power of Attorney with Edward D. Grieff, Registration No. 38,898 and the practitioners associated with the Customer Number **26694**.

Please change the correspondence address for the above-identified application to the address associated with the Customer Number **26694**.

I am authorized to act on behalf of the assignee, Eisai, Inc., a corporation who is the assignee of the entire right, title and interest in the above-identified application by virtue of an Assignment from the inventor to Elan Pharmaceuticals, Inc. recorded on March 24, 2004, in the US Patent Office at Reel 015133, Frame 0390; and by virtue of an Assignment from Elan Pharmaceuticals, Inc. and Elan Pharma International Limited to Eisai, Inc. (a copy of which is attached hereto).

Signature: 

Printed or Typed Name: Michael Shih

Title: Senior Counsel

Date: Aug 22, 2005

Telephone Number: 201-692-1100

NORTH AMERICAN PATENT ASSIGNMENT

ZONEGRAN

This PATENT ASSIGNMENT (this "*Assignment*") dated as of April 27, 2004 (the "*Effective Date*"), is made by and among Elan Pharmaceuticals, Inc., a Delaware corporation with offices at 800 Gateway Blvd., South San Francisco, CA 94080 ("*EPI*"), Elan Pharma International Limited, a private limited company organized under the laws of Ireland, with offices located at 102 St. James Court, Flatts, Smiths FL04, Bermuda ("*EPIL*" and together with EPI, "*Assignor*"), and Eisai Inc., a Delaware corporation, with offices at Glenpointe Centre West, 500 Frank W. Burr Boulevard, Teaneck, NJ 07666-6741 ("*Assignee*").

RECITALS

WHEREAS, EPI and EPIL are the owners of the entire right, title and interest in certain patent rights;

WHEREAS, Assignor and Assignee, together with certain of their respective Affiliates, have entered into that certain Asset Purchase Agreement, dated as of March 30, 2004, as amended (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee certain assets, including, without limitation, such patent rights; and

WHEREAS, EPI desires to assign, convey and transfer all such rights it owns to Assignee, and Assignee desires to receive such rights from EPI, all on the terms and conditions set forth herein;

WHEREAS, EPIL desires to assign, convey and transfer all such rights it may own to Assignee, and Assignee desires to receive such rights from EPIL, all on the terms and conditions set forth herein;

NOW, THEREFORE, in partial consideration for the purchase price set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meaning ascribed to them in the Purchase Agreement. As used in this Assignment, the term "*North American Zonegran Patents*" shall mean those Patents owned by the Elan Companies or their Affiliates necessary for, or Primarily Related to, the Exploitation of the Product or the conduct of the Business in the United States, Canada and/or Mexico, or that claim or cover the Product, or any Improvements thereto, in the United States, Canada and/or Mexico, including, without limitation, those Patents identified on Schedule A to this Assignment.

2. Assignment. Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee, its successors and assigns, with full title guarantee, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, assignment, conveyance, transfer and delivery had not been made, and Assignee hereby purchases and acquires from Assignor, (a) all of Assignor's right, title and interest in and to the North American Zonegran Patents, and (b) without limitation to the

foregoing, all of Assignor's right, title and interest in and to any and all causes of action, claims, demands or other rights occasioned from or because of any and all past, present and future infringement of any of the North American Zonegran Patents, including, without limitation, all rights to recover damages (including, without limitation, attorneys' fees), profits and injunctive or other relief for such infringement.

3. Recordation. The Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and as appropriate, the respective patent office or governmental agency in each jurisdiction other than the United States, to record this Assignment and to issue any and all patents or certificates of invention which may be granted upon any of the North American Zonegran Patents in the name of Assignee, as the assignee to the entire interest therein. The Assignee shall have the right to file patent applications in any country based on the North American Zonegran Patents.

4. Further Assurances. The Assignor hereby agrees that it shall from time to time, at the request of the Assignee, promptly execute and deliver, or cause to be executed and delivered, such instruments, applications and documents, and take such other actions as the Assignee may reasonably request, in order to (a) enable Assignee to enjoy the full benefit of the North American Zonegran Patents, (b) vest fully and effectively in Assignee all of the North American Zonegran Patents, (c) aid in securing and maintaining patent protection for the North American Zonegran Patents throughout the world, including, without limitation, cooperating in any proceedings involving examinations, reexaminations, reissues, opposition and cancellation proceedings, priority contests, interferences, public use proceedings, court actions and the like, and (d) otherwise consummate more effectively the transactions contemplated hereby.

5. Nondisclosure. Without limitation to anything contained in the Purchase Agreement, for a period of one (1) year from the Effective Date, Assignor (a) shall neither publish nor disclose, except as provided in clause (b), any particulars of any invention claimed or first disclosed in any patent application falling within the definition of North American Zonegran Patents which particulars are not disclosed in a patent and (b) shall disclose to Assignee any such particulars promptly upon becoming aware of them, *provided, however*, that such particulars may be disclosed as required by applicable Law or any Governmental or Regulatory Authority to be disclosed, provided that Assignor uses reasonable efforts to give Assignee advance Notice of such required disclosure in sufficient time to enable the Assignee to seek confidential treatment of such information, provided further that the Assignor limits the disclosure to that information which is required to be disclosed.

6. Communications with Patent Authorities. Assignor shall promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignor in connection with any North American Zonegran Patents.

7. Non-Contravention. Notwithstanding any other provisions of this Assignment to the contrary, except in the case of Sections 4, 5, 6 and 7 of this Assignment, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including, without limitation, warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

8. GOVERNING LAW; JURISDICTION. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF

NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE INITIATED AND TRIED EXCLUSIVELY IN LOCAL AND FEDERAL COURTS SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK. THE AFOREMENTIONED CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, THEREBY PRECLUDING THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO OR ARISING OUT OF THIS ASSIGNMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION, AND STIPULATES THAT THE LOCAL AND FEDERAL COURTS SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK SHALL HAVE PERSONAL JURISDICTION AND VENUE OVER EACH OF THEM FOR PURPOSES OF LITIGATING ANY DISPUTE, CONTROVERSY OR PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. EACH PARTY HEREBY AUTHORIZES AND AGREES TO ACCEPT SERVICE OF PROCESS SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST IT AS CONTEMPLATED BY THIS SECTION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID TO ITS ADDRESS FOR THE GIVING OF NOTICES AS SET FORTH IN THE PURCHASE AGREEMENT, OR IN THE MANNER SET FORTH IN SECTION 13.01 OF THE PURCHASE AGREEMENT FOR THE GIVING OF NOTICE. ANY FINAL JUDGMENT RECEIVED AGAINST A PARTY IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AS TO THE SUBJECT OF SUCH FINAL JUDGMENT AND MAY BE ENFORCED IN OTHER JURISDICTIONS IN ANY MANNER PROVIDED BY LAW.

9. Third Party Benefits. The terms and provisions of this Assignment are intended solely for the benefit of each party hereto and their respective successors or assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other person, except as otherwise provided in this Assignment.

10. Amendments. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto.

11. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

12. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

13. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

14. Binding Effect. This Assignment is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

THIS ASSIGNMENT IS EXECUTED by the authorized representatives of the parties as of the date first written above.

ELAN PHARMACEUTICALS, INC.

Signature : _____

Name : Juan Carlos Aguilera

Title : Senior Vice President, Global Sales, Marketing and Medical Affairs

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2004.

Notary Public

My commission expires _____

ELAN PHARMA INTERNATIONAL LIMITED

Signature : _____

Name : Kevin Insley

Title : Authorized Signatory

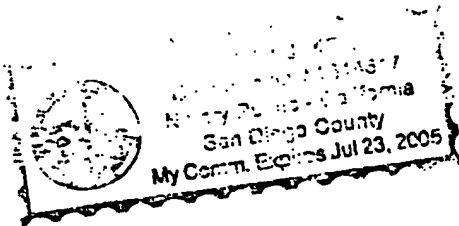
SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2004.

Notary Public

My commission expires _____

JURAT

State of California
County of San Diego } ss.



Subscribed and sworn to (or affirmed) before me
this 21st day of April, 2004 by

(1) Juan Carlos Aguilera
Name of Signer(s)

(2) _____
Name of Signer(s)
Holly Steel
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

THIS ASSIGNMENT IS EXECUTED by the authorized representatives of the parties as of the date first written above.

ELAN PHARMACEUTICALS, INC.

Signature : _____

Name : Juan Carlos Aguilera

Title : Senior Vice President, Global Sales, Marketing and Medical Affairs

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2004.

Notary Public

My commission expires _____

ELAN PHARMA INTERNATIONAL LIMITED

Signature : _____

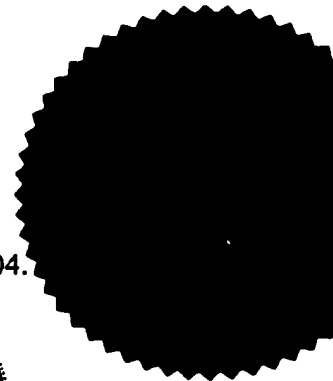
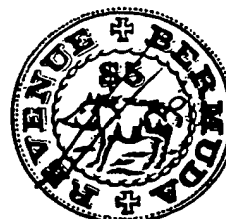
Name : Kevin Insley

Title : Authorized Signatory

SWORN TO AND SUBSCRIBED before me this 23 day of APRIL, 2004.

Notary Public

My commission expires _____



EISAI INC.

Signature: H. Shimizu

Name: Hajime Shimizu

Title: CEO

SWORN TO AND SUBSCRIBED before me this 27th day of April, 2004.

[Signature]
Notary Public

My commission expires 2/23/08

Schedule A

| Filing number | Filing date | Country | Grant Number | Grant Date |
|---------------------------------------|-------------|-------------------------------------|--------------|-------------|
| 60/153,939 | 15/SEP/1999 | US PROVISIONAL [Priority Filing] | | |
| 09/663,107 | 15/SEP/2000 | UNITED STATES OF AMERICA | 6,489,350 | 03/DEC/2002 |
| 60/302,149 | 29/JUN/2001 | US PROVISIONAL [Priority Filing] | | |
| 2451728 | 28/JUN/2002 | CANADA | | |
| PAa2003011847 | 28/JUN/2002 | MEXICO | | |
| 10/186,838 | 28/JUN/2002 | UNITED STATES OF AMERICA | | |
| 60/378,446 | 06/MAY/2002 | US PROVISIONAL [Priority Filing] | | |
| 10/429,474 | 02/MAY/2003 | UNITED STATES OF AMERICA | | |
| 60/410,399 | 13/SEP/2002 | US PROVISIONAL [Priority Filing] | | |
| 10/663,187 | 15/SEP/2003 | UNITED STATES OF AMERICA | | |
| Myeloma† | | | | |
| 60/448,970 | 21/FEB/2003 | US PROVISIONAL [Priority Filing] | | |
| 10/784,145 | 02/23/04 | UNITED STATES OF AMERICA | | |
| Pancreatitis | | | | |
| 10/644,935 | 21/AUG/2003 | UNITED STATES OF AMERICA (Priority) | | |
| 10/752,515 | 01/08/04 | UNITED STATES OF AMERICA | | |
| Rhabdomyolysis | | | | |
| 10/752,523 | 01/08/04 | UNITED STATES OF AMERICA (Priority) | | |
| Hyperammonemia | | | | |
| 10/752,516 | 01/08/04 | UNITED STATES OF AMERICA (Priority) | | |
| Neuroleptic Malignant Syndrome | | | | |
| 10/752,522 | 01/08/04 | UNITED STATES OF AMERICA (Priority) | | |

† Owned with co-inventor Dr. Hayato Miyachi, Tokai Univ. School of Medicine